

FILED  
Clerk  
District Court

SEP 29 2006

IN THE UNITED STATES DISTRICT COURT  
FOR THE  
NORTHERN MARIANA ISLANDS

By

(Deputy Clerk)

ABELLANOSA, JOANNA, et al.,

Plaintiffs,

v.

L&T INTERNATIONAL CORP.,

Defendant.

Civil Action No. 05-0010

**DECLARATION IN SUPPORT OF  
PLAINTIFFS' OPPOSITION TO  
DEFENDANT'S MOTION FOR  
SUMMARY JUDGMENT**

I, ZENAIDA BASTO, hereby declare as follows:

1. I am over the age of eighteen years old, have personal knowledge of the facts set forth herein, am competent to testify as to these facts if called as a witness in a court of law, and if called would testify as stated herein.
2. On or about February, 2004, I went to L&T to apply for an advertised job vacancy for hand packers.
3. During my interview, Cory Quing asked me who was my employer and if I was willing to transfer to L&T.

I.

MEDICAL FEES  
(Physical Examination Fee  
and Health Certificate Fee)

4. A few days later, I got a call from L&T asking me to report to HR office. When I arrived at HR I met with Baby Lopez, who identified herself as an HR staff person. Baby gave me and asked me to complete certain documents and sign them, which I did. I gave the completed transfer documents to Baby Lopez

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ORIGINAL

1 at the HR office. Baby Lopez then asked for my health certificate which she  
2 noted was to expire in about two months. Baby told me that I would need to  
3 get a new medical examination and health certificate before my employment  
4 application/documentation could be completed and processed.

5. Baby told me to go to Marianas Medical Center to get the examination.  
6 Because Marianas Clinic was very far from L&T and I knew clinics that were  
7 close, I asked her why Marianas Medical Center. She said that is the one L&T  
8 uses and L&T applicants get a cheaper rate, only \$35.00. I knew that other  
9 clinics charge between \$45.00 to \$55.00 for medical examination. I asked her  
10 how the medical examination and health certificate are going to be paid for.  
11 Baby said you pay for it now and on your renewal L&T will pay. I understood  
12 this to mean that if I did my job and not violate any company rules, that I  
13 would be renewed for a second year and that during that second year L&T  
14 would pay/repay for the health examination and health certificate fees.

15. Baby instructed me that after the medical examination, I should go to  
16 Health Services at DOL and bring back my health certificate, and at that time  
17 they can complete the processing of my employment application papers.

18. About a week or so later, when the health certificate was ready, I picked  
19 it up and gave it to Baby Lopez at L&T. I paid \$35.00 for the physical exam  
20 and \$20.00 for the CNMI health certificate and spent around 45 minutes to  
21 complete my medical examination. I was not paid for my services and time  
22 spent getting the medical examination and health certificate.

23  
24 II.  
CONTRACT SIGNING  
25

1       9. My first non-resident contract was in 1993. Basically, annually since  
2 then, each year, my employers used and had me sign a standard form labor  
3 contract provided by DOL. I became familiar with the basic terms of the DOL  
4 standard form contract. A copy of such standard form contract is attached as  
5 Exhibit "2" to Plaintiffs' Verified/Amended Opposition.

6       10. In 2004, when L&T HR staff Baby Lopez handed me their contract  
7 form, with only the signature page showing , and insisting that I sign, I had  
8 no reason to believe it was not the standard DOL form contract. Prior to  
9 signing this L&T contract form and at the time it was presented to me in the  
10 HR for signing, I was not given an opportunity to read the contract before  
11 signing it. When it was presented to me in the HR office, Baby Lopez just  
12 pushed the document through the counter-window with the pages turned  
13 back, showing only the signature page, and pointed to where I was to sign it,  
14 and said sign, which I did without reading it. The HR staff was rushing me  
15 and other applicants by insisting that I and the other applicants I saw present,  
16 hurry up and quickly sign, without delaying the document processing.  
17 From the mood and way the HR staff was acting, I was made fearful that if I  
18 didn't just sign the signature page as instructed, I would lose the job  
19 opportunity especially since none of the other applicants I saw there held up  
20 the line by or took time to read the contract document. I observed the HR staff  
21 acting the same way with other workers who signed before and after my turn.  
22 Neither Baby Lopez, nor any one else, ever showed me my contract document  
23 until the time and date they asked me (us) to sign at HR. I was never given a  
24 copy of the L&T contract document I signed before my termination on or about  
25 May 13, 2004. After my termination I was surprised when I later learned of

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1 some of the things and terms in L&T's self-styled contract. Had I known that  
2 the L&T contract contained terms restricting me from being employed with  
3 other competing companies in Saipan allowing L&T to terminate me at any  
4 time as a reduction in force I would not have agreed to or signed it.

### III. PERFORMANCE EVALUATION

11. There was no individualized measurement or testing to determine my or each Packer's individual performance or production. The only production measurement or test was done by counting the output (production) from each of the different lines of Packers. There was really no way for me as an individual packer to control or show an increase in the number of products because I was just one individual on the line with many others. In the packing section our work was performed by groups of workers on so-called lines. The packages or items we were assigned to work on often varied from day to day. Our Head Supervisor in the packing section was Cao, Li Qun, who is Chinese. When I and other Filipino workers tried to ask her questions regarding our work she could not answer nor explain because she does not speak english fluently. (See Defendant's Response to Plaintiffs' First Set of Request for Interrogatories No. 49a).

## IV. TERMINATION

12. I was employed and worked for L&T International Corporation as a hand

1 packer, from on or about March 2004 to May 13, 2004, when I and other  
2 workers in the hand packing section were summoned by the calling of our  
3 individual names over the public address system, to report to the Human  
4 Resources (HR) office. I believe and understand we were called in two batches,  
5 one about 3:00 p.m. and one about 5:00 p.m. (See Deposition of Jack Torres,  
6 page 97, lines 14-17).

7 13. I did not know why we were being called to come to HR. I thought that  
8 we were being called regarding receipt of our anticipated ATM Cards that L&T  
9 had previously given us and had us fill out an application for, as they told me  
10 and other workers present, to make it easier and more convenient for (us)  
11 workers to access and get our anticipated bi-weekly wage payments without  
12 having to stand in line waiting for and trying to cash payroll checks. I was  
13 made more assured of my continued employment and anticipated pay check  
14 by L&T having asked me and other workers to set up these ATM accounts to  
15 facilitate our anticipated payroll check payments.

16 14. As we arrived at the designated meeting room, I observed other workers,  
17 and Corazon Quing, Malou Ernest and Rhodora Bernabe, known to us as HR  
18 staff, were present at the May 13, 2004 meeting.

19 15. I did not see or hear Corazon Quing read or reading from any document  
20 or the so-called "communication plan" as described and stated in Exhibit "A"  
21 attached to the Declaration of Corazon Quing.

22 16. More specifically, I (we) were not told as stated by Corazon Quing that we  
23 the workers, had the right to appeal our termination to the "Legal  
24 Department" of L&T or to any one else.

25 17. Neither Malou Ernest, Corazon Quing nor any one else at the May 13,

1 2004 meeting, informed us, that the purpose of the so-called second check  
2 was "to cover for 10 days pay in lieu of notice," as stated in paragraph 7,  
3 Declaration of Corazon Quing. Additionally, L&T's own RIF policy required,  
4 as proposed RIF workers, that I (we) be given "written notice of separation at  
5 least 15 days prior to the effective date of separation, or severance pay in lieu  
6 of notice." (*See Ex. "D"* Deposition of Torres, and page 88 lines 6-8 and lines  
7 20-24).

8 18. It was my honest belief that I and my co-workers were terminated on May  
9 13, 2004 and that the termination was effective immediately on and from May  
10 13, 2004, because I (we) were told by HR staff at the May 13, 2004 meeting  
11 that today (May 13, 2004) was our last day of employment and they demanded  
12 that we give up and turn in our company ID cards which were required and  
13 needed for company employees to freely enter company premises; and more  
14 importantly, our I.D.s were swipe-cards for the time-clocks so we could not  
15 clock in or out without them, in addition to being required to "turn over any  
16 and all company properties in your possession... on or before May 13, 2004"  
17 as stated in the Notice of Termination. (*See Ex. "D,"* Defendant's  
18 Memorandum).

19 19. As a result I believed and felt that I was terminated and forced to stop  
20 working on May 13, 2004, the same date that the Notice of Termination (dated  
21 May 12, 2004) was given to me. Hence, I was not given the required prior  
22 notice of termination and/or of the RIF.

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20. I and the other plaintiffs worked a set work schedule and shift, and worked Monday through Saturday, seven (7) hours a day, six (6) days a week, for a total of forty-two (42) hours each work week, which included two (2) hour overtime each work week while employed at L&T.

## V. EMOTIONAL DISTRESS

21. The termination, being announced and coming as it did without any prior notice, counseling or discussion about employment options with other companies or L&T caused me severe shock. I cried because it was not expected. They promised us a one year employment contract with plenty of overtime work.

22. For several weeks after my termination, I could not sleep. I lost my appetite to eat. I felt anger and regret because, I had the chance to join Mobil but L&T called me first. I blamed myself for deciding to go work at L&T because L&T was a big disappointment.

23. I kept on asking myself why the termination happened. I did my job well, and yet after barely three months of working we got terminated without any reason.

I declare under penalty of perjury that the foregoing is true and correct  
and that this declaration was executed this 28<sup>th</sup> day of September, 2006.

/S/ Zenaida Basto June 10  
Zenaida Basto  
Declarant